

AGREEMENT BETWEEN THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND THE
MINISTRY OF ENERGY AND INFRASTRUCTURE OF ISRAEL
IN ENERGY RESEARCH AND DEVELOPMENT

This AGREEMENT is entered into between the Department of Energy of the United States of America ("DOE") and the Ministry of Energy and Infrastructure of Israel ("MOEI") in Energy Research and Development (hereinafter referred to as the "Agreement").

Whereas:


Representatives of the DOE and MOEI (hereinafter called the "Parties") have discussed cooperation in the field of energy research and development and have concluded that co-operative activities should be continued;

The Parties have concluded further that it would be beneficial to both countries to cooperate in energy research and the development of energy technology;

The Parties recognize that it would be beneficial to both countries to identify ongoing projects of mutual interest in energy research and the development of energy technology in each country, whose objectives could be enhanced and accelerated by means of joint cooperation; and

The Parties further recognize that it would be beneficial to both countries to identify and implement other joint projects in energy research and development areas of mutual interest;

Therefore, the Parties wish to establish this Agreement for cooperative joint projects and other cooperative activities in energy research and development.

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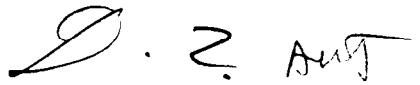
ARTICLE 1
FORMS OF COOPERATION

Cooperative activities undertaken pursuant to this Agreement shall be subject to a written agreement set forth in an Annex hereto between the Parties, except as specified below, and may include the following forms;

1. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors for agreed periods.
2. Exchange of samples, materials, instruments and components for testing,
3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development, including data bases and computer codes.
4. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate Annex.
5. Other forms of cooperation as may be mutually agreed to by the Parties.

These written agreements set forth in Annexes hereto for any cooperative activities shall detail the terms and conditions of the cooperation and, where applicable, shall specify the handling and allocation of information, copyrights and invention rights.

When it is mutually agreed, organization of and participation in seminars, workshops and other meetings on specific topics and short term visits by scientists, engineers and other experts to the facilities of the Parties shall not require a written agreement.


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ARTICLE 2
AREAS OF COOPERATION

Cooperation under this Agreement may include, but is not limited to, the following areas:

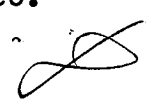
- A. Solar Energy
- B. Photovoltaics
- C. Biomass
- D. Energy Conservation
- E. Fossil Energy, including Oil Shale and Coal

Other areas of cooperation may be added by mutual written agreement.

ARTICLE 3
MANAGEMENT

1. A Joint DOE/MOEI Coordinating Committee (JCC) is hereby established to oversee the implementation of activities under this Agreement. The JCC shall consist of up to six members, half of whom shall be appointed by each Party. The JCC meet at least once a year at agreed times and places. The head of the delegation of the receiving party shall act as Chairman during meetings of the JCC. Minutes of all meetings shall be kept and approved.

2. At its meetings, the JCC shall evaluate the status of joint activities from the technical, administrative and financial standpoints, and the projections for these and any new joint activities. Recommendations of the JCC shall be entered into the minutes of the meeting. The JCC may establish criteria and procedures for its operation including consideration of new joint activities. Each Party shall take these recommendations under consideration, and it is the responsibility of each Party to enter into written agreements for activities approved by the Parties to be set forth in Annexes hereto.

 2. Act

3. For periods between meetings of the JCC, each Party shall appoint a Program Coordinator to act on behalf of the JCC in all administrative matters concerning cooperation under the Agreement and Annexes hereto. In addition, each Party shall appoint technical coordinators in areas of cooperation set forth in Article 2 of this Agreement to act on behalf of the JCC in all technical matters concerning cooperation under the Agreement and Annexes hereto.

ARTICLE 4

LAWS AND REGULATIONS

Activities under this Agreement shall be in accordance with the laws and regulations of the countries of the Parties. All questions related to this Agreement, and the Annexes, arising during their term, shall be settled by the Parties by mutual agreement.

ARTICLE 5

FINANCE

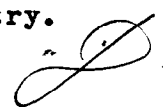
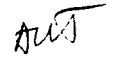
1. The Parties shall set forth in each Annex to this Agreement the financial terms and conditions, including the budget and the funding responsibilities of each Party, for the activities of each Annex. All other costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

2. It is understood that the ability of the Parties to carry out their obligations under this Agreement, and any Annexes thereto, or any other related agreement, is subject to the availability of appropriated funds and the provisions of Article 5 and 6.

ARTICLE 6

ACTIVITIES OUTSIDE THIS AGREEMENT

The provisions of this Agreement or any Annex hereto shall not affect the rights or duties of either Party under its other agreements or arrangements with other governments, government agencies or persons. This Agreement or any Annex hereto also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws and regulations of each country.

 2. 

ARTICLE 7

DURATION

1. This Agreement shall enter into force upon signature of both Parties, shall continue in force for a five-year period, and may be amended or extended by mutual written agreement of the Parties.

2. In the event that, during the period of this Agreement, the nature of either Party's energy programs should change substantially, either Party shall have the right to request revisions in the scope and/or terms of this Agreement or Annexes hereto.

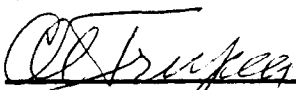
ARTICLE 8

TERMINATION

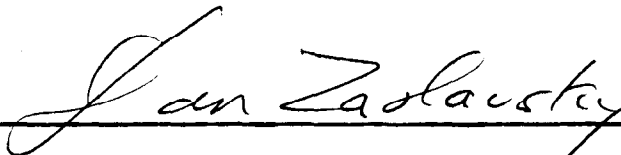
1. This Agreement may be terminated at any time at the discretion of either Party, upon one year's advance notification in writing by the Party seeking to terminate this Agreement.

2. Any Annex under this Agreement may be terminated at the discretion of either Party, upon six months advance notification in writing by the Party seeking such termination. Any such termination shall be without prejudice to the rights which have accrued under this Agreement to either Party up to the date of such termination.

Done at in duplicate the 3 day of June, 1984



For the Department of Energy
of the United States of
America



For the Ministry of Energy and
Infrastructure of Israel